

MEETING MINUTES  
Regular Meeting of the Board of Directors  
**16 April 2024**

According to Article XI, Section 1 of the Cheshire Forest Homeowners Association By-Laws, a regular meeting of the Board was held on Tuesday, April 16, 2024, at 500 Cheshire Forest Drive, Chesapeake, VA 23322.

The President, Mrs. Karol, opened the meeting at 6:00 pm. Mrs. Monnikendam, Vice President, Mr. Heinecke, Treasurer, and Mr. Granata, Director attended, constituting a quorum.

Board members absent. Mr. Merritt, Mr. Orbison, Mrs. McKlveen Secretary.

United Property Associates: Represented by Melissa Arsement.

Mrs. Karol motioned for the Board to move into an Executive Session to discuss Compliance Violations, the Delinquency Report, and Proposals. Mrs. Monnikendam seconded the motion, which was approved by all board members present. The Board moved into Executive Session at 6:08 pm

The Open Session was reconvened at 6:40 pm.

Business brought out of executive session:

*Mrs. Karol motioned to accept the proposal by Whitman Development Group. LLC, Dated January 11, 2024, for Pool Concrete Repairs in the amount of Five Thousand Eight Hundred Forty-Four dollars (\$5,844). This motion does not include the New Concrete Pad quote in the same proposal. The motion was seconded by Mr. Granta and unanimously approved by the Board Members present.*

*Mrs. Karol motioned to accept the estimate by Creative and Curated for One Thousand nine hundred and eighty-nine dollars (\$1,989) for design concept drawings for the Conference Area and the Lounge Area of the clubhouse as written. Mr. Granta seconded the motion and unanimously was approved by the Board Members present.*

Mrs. Karol moved that the agenda be adopted with no changes. The motion was seconded by Mrs. Monnikendam and approved by all board members present.

Mrs. Karol moved to approve the March 19, 2024, Minutes of The Regular Meeting of the Board of Directors as written; the motion was seconded by Mrs. Monnikendam and approved by all board members present.

**Member forum:** No Members were present.

**Committees Reporting:**

- **ACC Committee** - Per the By-Laws, Article VII, Section 1, Paragraph (b), Alternate Members; Matthew Merritt was added to the Committee as the required Alternate Member.
- **Communications Committee**-Mrs. McKlveen and Mrs. Karol attended a meeting on 24 May with Anita Looman and Craig Ward from UPA. On 1 July, UPA will implement CINC Systems, an HOA Management System. Mrs. McKlveen will work with UPA to ensure that, prior to 24 May, UPA has the correct Membership data for our Association.
- **Documents** - No action
- **Landscaping** - No action
- **Neighborhood Watch/Security Committee** - no action
- **Nominating Committee** - No action
- **Pool/Tennis Committee** -The windscreens on the tennis courts were installed on 14 April.

- **Social Committee** - The car show was added to the Social Schedule for 18 May.
- **Swim Team** - The Board approved the Swim Team Registration Package submitted by the Committee with one change. The registration fee will remain at \$100 per swimmer with a maximum of \$300 per family.

**Financial Report:** The Association's March Financial Reports were reviewed by the Board. No discrepancies were noted.

**Managers' report** - The report provided to the Board by Mrs. Arsement was reviewed.

**Old Business:**

**Clubhouse Interior and Bathroom Remodel** - The revised plan has been received and accepted by the Board. A Request for Proposal will be completed by UPA.

**Concrete Repairs** The proposal submitted by Whitman Development was accepted by the Board and UPA will coordinate the schedule for the work to be started within the next two weeks.

**Debit Card** -*Mrs. Karol moved that the debit card issued to Mrs. McKlveen, Board Secretary, will have a spending limit of One Thousand Five Hundred dollars (\$1,500) per transaction. Any purchase over Three hundred dollars (\$300) will have Board approval. Mr. Granata seconded the motion, and it was unanimously approved by the Board Members present.*

**New Business:**

**Pool Filter**- On 4 April, electronically, by unanimous consent, the Board accepted the quotation of Three Thousand Seven Hundred dollars (\$3,700) from AAA Pool Services, Co inc, for the replacement of the existing TRI40 sand filter with a new TRI40C sand filter. Documentation attached to these Minutes.

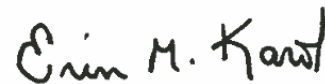
**Swim Team Schedule**- The Board accepted the tentative Swim Team Schedule for the 2024 season.

With the Agenda completed, the meeting was adjourned at 8:30 pm.

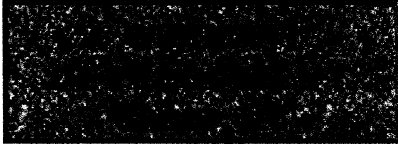
The next Regular Board Meeting is scheduled for Tuesday May 21<sup>st</sup>, 2024.



Jane McKlveen, Secretary



Erin Karol, President



January 11, 2024

United Property Associates  
301 Bendix Rd Suite 300  
Virginia Beach, VA

Reference: Cheshire Forest Homeowners Association  
Chesapeake, VA

Subject: Concrete Repairs

Hello:

The following is a breakdown of proposed proposal for 2024 at the referenced location above:

**Concrete Repairs**

Whibnan Development Group, L.I.C. propose to furnish labor, materials, and equipment to perform the work as described in the following notes:

- **Work Area:** Pool Area and New Concrete Pad Behind Playground
- Scope:

- o **Concrete Repairs** **ss.844.00**
  - Setup equipment to perform work
  - Demo existing concrete sections as noted below €\.(
    - 9ft x 9ft area next to left bathroom door
    - 12" x 12" square under lifeguard seat
    - 12" x 12" area with drain
    - 9ft x 4ft area of sidewalk by playground
    - 9ft x 4ft area near brick column by sidewalk
    - 9ft x 4ft: section near front of sidewalk by tree
    - 28" area of curbing near front sidewalk
  - Demo and haul old concrete away from site
  - Repair and tamp down setting as needed
  - Form up all work areas
  - Pour new 3500psi air-entrained concrete at all work areas at 4" thick
    - Broom finish
  - Cut in control joints within 48 hours of concrete setting up for expansion and contraction
  - Pull form1s and backfill around sidewalk as needed
  - Repair landscaping damaged caused by contractor only
  - Cleanup and safety provided
- o **New Concrete Pad Behind Playground** ~~16,464.00~~
  - Setup equipment to perform work
  - Dig and remove dirt from work area, total of 24ft: x 24ft:
    - Association to provide location they want pad located
  - Compact dirt and install new se• as needed
  - Form up concrete pad ~~concrete~~
  - Install new 3500 psi co at 4" thick at new concrete pad location
    - Broom ti•
  - Cut in control• ts within 48 hours of concrete setting up for expansion and contraction
  - Pull fom1 cl backfill around sidewalk as needed
  - - ndscaping damaged caused by contractor only
  - nup and safety provided

**Prices above is good for 30 days**

**Payment Terms:** Whitman Development Group, L.I.C. will accept a mutually agreed contract, a purchase order (PO/WO). Full balance of payment is required within 30 days of completion of job. If for any reason, the project is delayed beyond the control of the contractor due to unforeseen issues with the property, natural disasters, or owner

circumstances, the owner agrees to pay contractor for the work completed until a new schedule is agreed upon by both parties. 1.5% late charge (compounded daily) will be applied to all invoices paid after 30 days.

**Exclusions:** Work is limited to scope set forth above, concrete repairs beyond scope above, landscaping beyond scope above, permits, and engineering and engineered shop drawings.

Notes:

1. Owner to Provide Electricity and Water.
2. In event of cancellation of this agreement by the Owner prior to commencement of construction, the Contractor is to receive compensation from the Owner for all expenses incurred to that date plus 10% of the contract sum. The Contractor may cancel this agreement because of material shortages or errors in computing the contract sum within ten (10) days of acceptance of this agreement by Owner provided that: (i) no work has commenced; and (ii) all amounts paid to the Contractor are refunded to the Owner.
3. The parties agree that upon signing this contract both shall be bound hereby and in event of a breach of this contract the breaching party shall be liable to the non-breaching party for all costs and expenses incurred that are caused by such breach including attorney's fees and in the event of a breach by Owner, Contractor shall be entitled to full compensation for work performed including loss of profits and reasonable attorney's fees.

**Warranty:** Whitman Development Group warrants all work will be performed in a good and workmanlike manner. All materials used in the project will be new and of good quality; and all work will be completed as defined in the scope of work outlined in the proposal acceptance. Any warranties for parts or materials are subject to specific manufacturer terms on such products.

**Change Order:** Any deviation from the above Scope of Work involving a change in the scope of work or any additional costs will be executed only with a written change order signed and dated by both the contractor and owner.

Please call, 757-927-8688, or email us, whitmandevelopmentgroup@gmail.com, if you have any questions about the proposal above. The above prices and conditions are satisfactory and are hereby accepted. Contractor is authorized to do the work as specified. The signature on this contract is evidence of owner's acceptance of all terms and conditions within. Thank you for the opportunity to price this work for you and we look forward to working with you on this project.

Sincerely,  
**Whitman Development Group, LLC.**



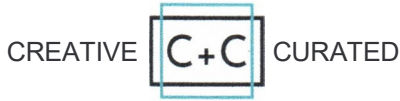
Jeffrey Whitman  
Member

**ACCEPTANCE OF WORK PROPOSAL**

<5 tl 6  
Signature

K (A/O)  
Print Name

April 16, 2024  
Date



# Estimate

# EST-000134

### Creative and Curated

208 E. Plume Street Suite 3  
Norfolk, Virginia  
23510

### Bill To

#### Cheshire Forest HOA

500 Cheshire Forest Drive  
Chesapeake, Virginia  
23322

Estimate Date : 12 Apr 2024

Expiration Date : 12 May 2024

Item & Description	Qty	Rate	Amount
CONFERENCE AREA - Design Concept  Includes: Layout and Perspective Drawings, Furniture and Accessory Selections, Carpet and Paint Selections, Accessory Selections, Specs, and Sourcing  Includes 1 General Revision	1.00	950.00	950.00
LOUNGE AREA - Design Concept  Includes: Layout and Perspective Drawings, Furniture and Accessory Selections, Carpet and Paint Selections, Accessory Selections, Specs, and Sourcing  Includes 1 General Revision	1.00	950.00	950.00
VIVE PROFILE RENEWAL	1.00	89.00	89.00
		Sub Total	1,989.00
		<b>Total</b>	<b>\$1,989.00</b>

### Notes

Thank you for the opportunity to work with you! A signed design agreement and 50% deposit is required before design work may commence.

**G** J.L., L.V. --- M. Karf  
April 16, 2024



April 4, 2024

On this day, with the unanimous consent of the Board of Directors, the Quotation for a new Pentair Sand Filter by AAA Pool Services is accepted as written. The signed Quotation will be attached to the Minutes of the 16 April meeting of the Board of Directors.

On behalf of the Board of Directors,

A handwritten signature in black ink that reads 'Erin M. Karol'. The signature is written in a cursive style.

Erin M. Karol  
President



• Service  
• Satisfaction  
• Integrity  
(757) 499-5852  
FAX: (757) 499-3628  
[www.aapoolservices.com](http://www.aapoolservices.com)

Complete & Comprehensive Renovations • Professional Pool Management • Custom Brick & Tile  
Fiberglass Pool Resurfacing, Excellent Warranty • Filters and Chlorinators • Design & Engineering

## QUOTATION

Cheshire Forest  
c/o United Property Associates  
301 Bendix Rd, Suite 300  
Virginia Beach, VA 23452

DATE: April 4, 2024  
PROJECT: New Sand Filter  
LOCATION:

---

We are pleased to quote you on the following work for acceptance within 30

---

### NEW PENTAIR SAND FILTER

PAGE 1 OF 1

1. Demo and remove existing leaking TR140 sand filter.
2. Furnish and install into existing plumbing manifold (1) new Pentair TR140C sand filter.
3. Furnish and install new sand filter media.
4. Activate and test.

Price: \$3,700.00 upon completion

Tenns: Cr tcard use -please add an additional 5%.  
Invoices due upon presentatton.

This proposal is subject to the conditions on the **reverse side** of this page.

Accepted for the Purchaser:

Date: April 4, 2024

Submitted By: AAA Pool Services

Cheshire forest

Name of Purchaser

Signature: [Handwritten Signature]  
Title: Owner

James Durkee

Authorized Official

# CONDITIONS

1. It is agreed that we shall be permitted to prosecute our work without interruption. If it be delayed at any time by any act of neglect of the owner or the owner's representatives or employees, or any other contractor employed by the owner, or any changes ordered in the work, then we shall be reimbursed for our actual additional expense or damage, including loss of use of equipment caused by said delay unless other arrangements have been made in writing.
2. We are to have the privilege of sub-letting such portions of this work as we believe advisable.
3. Execution of the work covered by this proposal is contingent upon strikes, fires, accidents, delays of carriers, delays in delivery of material, wars or other causes unavoidable or beyond our reasonable control.
4. We carry Workmen's Compensation and other Insurances. We also pay Social Security and State Unemployment taxes on all men employed by us. We are in no way responsible for the actions of or accept any liability occasioned by employees of others.
5. This proposal is based upon present prices and present conditions; it is further based upon all labor being non-union.
6. Unless specifically stated in the proposal, we have not included in the contract price the cost of surety or other bonds. If any is required, the cost thereof shall be paid by you. On all bonded work, "EXTRAS" shall have a 2% added for the additional bond premium.
7. This is the entire agreement and covers all of the work to be done under this proposal, and there are no prior representations, either verbal or written outside of this proposal or contract. Any subsequent modification or change must be in writing and signed by authorized representatives of both this firm and you. Change orders must be executed prior to the performance of the work. Payments for extra work shall be made in full of said work.
8. The return of one copy of this proposal, properly signed, will constitute a contract. If same was originally signed by an officer of this company. If not, two copies must be returned for the signature, after which one signed copy will be returned to you for your files. This proposal does not become a contract until approved and signed by an officer of this firm.
9. By your signature to this agreement, you declare yourself to be a trustee of the funds to be received by you in the payment of the work to be performed and materials to be furnished by us in performance of this contract. Customer agrees to allow AAA Pool Services, Inc. to photograph the finished product & use the photographs for marketing purposes only. Customer name or address will not be used for these marketing purposes.
10. This contract price includes only Federal and State taxes now existing. Should new or existing local taxes be imposed on this contract they shall be paid by you.

It is further agreed that the parties are subject to the following conditions:

11. **OWNER'S RESPONSIBILITY:** The owner shall be responsible for the pool location being within his property lines and clear of all setbacks. The Owner will provide access to the pool site for power, excavating and demolition equipment and trucks. AAA Pool Services shall be allowed to progress with work, if any instances occur that are not covered in the contract and if AAA Pool Services deems it necessary to proceed, Owner agrees to pay the Extra Cost Clause defined as cost + 25% overhead + 20% profit. It is assumed that the ground in the pool area or the pool shell can be excavated or demolished by normal equipment and should hard pan rock, water, or defective pool shell be encountered requiring compressors, dewatering equipment or blasting material, Owner agrees to pay the Extra Cost Clause as stated above. The cost of removing the underground obstructions such as pipe lines, electrical lines, masonry; refilling, and compacting filled ground, diversion or containment of underground water shall be paid by Owner per the Extra Cost Clause. Cost of the changes to the pool structure or surrounding area necessitated by these items will be paid by Owner per the Extra Cost Clause. Site preparation including the removal or protection of trees or other vegetation including grass, removal of pipe lines or other improvements affected by this contract shall be by Owner. Any electric upgrades or changes necessary to complete this contract or to power AAA Pool Services equipment will be the Owner's responsibility. Water required to complete this contract shall be provided by Owner and meet and meet approved by City and Health Department regulations. AAA Pool Services shall use prudent measures while demolishing concrete or tile and coping not to damage imbedded items. If these items are damaged they will be replaced at Owner's expense per the Extra Cost Clause as stated above. AAA Pool Services is not responsible or accountable for any "hidden" defects or problems not specifically identified on the front of this contract. Demolition of concrete deck is predicted on the existing concrete to be 4" thick. If additional thickness is encountered the Owner agrees to pay the Extra Cost Clause to remove and replace the extra concrete. If any structure defects are discovered while the job is in progress AAA Pool Services will inform Owner. If AAA Pool Services must proceed immediately to correct the defects the Owner will be responsible and pay the Extra Cost Clause as stated above.

12. **PAYMENTS FOR WORK DONE:** Payments by the owner as work progresses is stipulated on the contract, and should the owner fail to make such payments as the work progresses the contractor reserves the right to discontinue the work, and shall be paid for the work done up to the time the notice was given. The final payment including all retainages shall be made on completion of the work covered by the contract. **COMPLETION** is defined for purposes of this agreement as acceptance by the owner or approval of the governing health officer which ever occurs first. Use of the facility by the owner shall constitute acceptance. In the event the final payment is not made at the above stated time, it is understood that the owner will pay the contractor interest on the unpaid balance at the rate of 18% per annum, until the said payment is made in full. In the further event it becomes necessary for the contractor to place this contract in the hands of an attorney for collection, the owner agrees to pay all **AAA Pool Services** attorney's fees. All collections shall be conducted in the city of Virginia Beach. Invoices for progress payments and final payments are due 5 days from invoice date.

13. **CONTRACTORS WARRANTY:** AAA POOL SERVICES INC., warrants that all materials used in completing the installation contracted for herein will be new and of high quality and that all **work** will be done in a competent and workmanlike manner; that if any substantial defect occurs in the workmanship, it will be remedied without cost to the owner if written notice thereof is given to the company within 1 year after the completion of such work. Assemblies or units (such as heaters, pumps and motors, etc.) and standard fittings or accessories purchased by AAA POOL SERVICES INC., for use in this installation are subject to the manufacturer's guarantee. It is specifically understood and agreed that no claim may be filed under this warranty and no obligation to make adjustment thereunder will accrue until the full indebtedness of the owner to AAA POOL SERVICES INC., is paid. **NOTE:** should concrete decks or walks be installed under this agreement they are NOT guaranteed against cracking. All reasonable precaution shall be taken by the contractor in the installation of such decks or walks but small cracks so frequently occur and cannot reasonably be prevented. AAA POOL SERVICES INC., is not responsible for any damage done to the pool as a result of high ground water or hydrostatic pressure.